

## **YOU CAN'T JUST "GIVE THE NEWSGUILD A TRY"**

Some of you may be hearing the Guild's pitch that you can "just give us a try" for one year and if you don't like it, get rid of the Guild then.

### **SOUNDS SIMPLE -- BUT IT JUST ISN'T TRUE!**

The FACT is that it isn't so easy to "give the Guild a try" and then toss it out if you decide it doesn't benefit you or is even harmful. As we have tried to explain, you could be STUCK with the [Union] for a long time. The NLRB has two general rules about when employees can have an election to GET RID OF a union:

1. No election can be held for at least 12 months after an election;
2. No election can be held FOR THE ENTIRE TIME A CONTRACT IS IN EFFECT (assuming, as is usually the case, that the contract is for three years or less).

### **HOW COULD THESE RULES COME INTO PLAY HERE?**

3. The Guild LOSES the election. If employees later feel they want a union, they could have another election in ONE YEAR.
4. The Guild wins the election. The parties bargain for, let's assume, eleven months and then sign a three-year contract in December, 2017. The EARLIEST you could have an election to kick-out the Guild, no matter how dissatisfied you may be with it in the meantime, would be December, 2020.

In other words, if you vote for the Guild and then realize that you made a mistake, it could be three years before you could correct that mistake. And, you could be paying union dues or dealing with union procedures you don't like that entire time.

**THESE ARE JUST A FEW OF THE MANY REASONS  
WE BELIEVE YOU SHOULD**

**VOTE  NO**

**SOME QUESTIONS TO THINK ABOUT AND TO ASK THE NEWSGUILD**

1. You say that the Guild means higher wages and better benefits. Can the Guild guarantee this? What if the Company does not agree to give us higher wages and better benefits?
2. Will we have to go on strike to get higher wages and better benefits? If we do strike, how long will the strike last? Even if we strike, are we guaranteed higher wages and better benefits when we return?
3. Will the Guild be able to guarantee us improved working conditions?
4. Will the Guild pay our wages while we are on strike? If the Guild does not pay our wages, what will it pay for us? Will it pay the entire health insurance premium while we are out on strike? Will it put in writing whatever sum it guarantees it will pay us while we are on strike?
5. If I am receiving nothing from the Guild during a strike, who will provide grocery money for me and my family? How will I make house and car payments?
6. What about Guild dues? Suppose we get a contract through the Guild that does not increase our wages or get us better benefits? Will we have to pay Guild dues anyway?
7. What if I do not want to go out on strike, but some of the other employees do? Will I have to go on strike with them? Will the Guild give me permission to work while other employees are on strike or will I be subjected to pressure by the Guild and even THREATS by the Guild to keep me from my work even though I need my wages to take care of my family and meet my obligations?
8. How much will my Guild dues be? Can the Guild guarantee me that dues will never be increased? Suppose I want to get out of the Guild, can I stop my obligation to pay Guild dues without Guild pressure?
9. Can the Guild guarantee me that it will be able to prevent the Company from permanently replacing me if we decide to go out on an economic strike?
10. What CAN the Guild guarantee that it will get for me?

THINK LONG AND HARD ABOUT THESE QUESTIONS. IF YOU DON'T KNOW THE ANSWER, ASK YOUR MANAGER OR SUPERVISOR. THE TRUE ANSWER TO EACH QUESTION TELLS YOU TO VOTE NO IN OUR ELECTION.

VOTE  NO

# BARGAINING IS A TWO-WAY STREET

If the NewsGuild or any other union got in, the Los Angeles Times would be required to bargain in good faith and we would of course comply with all of our legal obligations. However, there is no legal requirement that wages and benefits only go up as a result of negotiations. If the Guild were to win this election, your current wages and benefits would be put on the bargaining table. The attached page from an actual National Labor Relations Board case shows what the law really is:

**THERE IS NO OBLIGATION ON THE PART OF A COMPANY TO CONTINUE EXISTING BENEFITS AND IT IS NOT AGAINST THE LAW FOR THE COMPANY TO OFFER REDUCED WAGES AND BENEFITS IN BARGAINING.**

So the law is that, after bargaining, your wages and benefits can stay the same, can go up, or can go down. That's right, you could have less after collective bargaining. No one knows for sure who will come out ahead. Don't let the Guild gamble YOUR current wages and benefits by putting them on the bargaining table!



**VOTE  NO**

period the parties were conducting negotiations. Two statements, attributed to Morrow, constituted the evidence relied upon by the General Counsel to support the allegations of these subsections.

Schwarz testified that at the meeting on April 27 Morrow stated that the Union could not get anything the employees could not get without the Union. While Morrow denied making the statement, I find it unnecessary to resolve this issue of credibility since I do not think a single statement made at 1 of over 40 bargaining sessions and not shown to be germane to any topic under discussion can be used to evaluate Respondent's attitude toward bargaining. This is particularly true when the evidence reflects that Respondent's spokesman at the bargaining table, Coffey, at no time evidenced hostility toward the bargaining process. If every statement, however casual or spontaneous, indicative of resistance, recalcitrance, or recrimination made by either party at the bargaining table is to be lifted from context to establish a determination not to bargain then the resources of the Board will shortly be exhausted in a microscopic pursuit of irrelevant trivia. Many words are spoken in the heat and tension which prevail at negotiations which cannot be used to epitomize the formulated policies of the parties. Commonsense should tell us that.

As to the second remark attributed by Schwarz to Morrow, this was admittedly made away from the bargaining table and at the time the picket line was first established. It was made when Morrow was concerned about what Morrow, at least, considered mass picketing and when he was trying to have Schwarz do something about it. Again, assuming the remark was made, this one was made in a context entirely removed from bargaining negotiations and at a time when Morrow was understandably disturbed and provoked.

I do not find that either of these remarks constituted any indicia whatsoever of the Respondent's attitude toward collective bargaining.

##### 5. Respondent has refused to incorporate in its contract proposals existing benefits and practices

The General Counsel amplified this allegation (subsection (e)) in his bill of particulars by stating that the benefits and practices were sick leave, 10-minute rest periods, jury duty, and the length of the probationary period. There is, of course, no obligation on the part of an employer to contract to continue all existing benefits, nor is it an unfair labor practice to offer reduced benefits.<sup>12</sup> These are factors which must, however, be considered in evaluating the employer's overall conduct.

Bargaining took place on at least three of the above items and agreement was tentatively reached between the parties on sick leave, jury duty, and the length of the probationary period. Rest periods were provided for in the "Employee Policy Manual" issued by the Company and in the agreement proposed by the Union.<sup>13</sup> Schwarz testified that during one of the meetings the question of including rest periods in the contract arose and that Morrow stated that, while he had no intention of discontinuing the rest periods, he wished to reserve the right to do so and did not think they should be included in the contract. I know of nothing more common in bargaining negotiations than for an employer to take a position that minor fringe benefits or working conditions should not be included in a contract. That is not, of course, a refusal to bargain on the issue, it is merely the statement of posture and I find here no adamant refusal to discuss the issue as such. This is the only mention I find of discussion of rest periods and I assume that so trivial an issue did not arise again pending determination of the major disputes.

As to those issues on which there was bargaining, i.e., sick leave, jury duty, and length of the probationary period, I do not understand the contention. Since there was bargaining on these issues the Company must be assumed to have been willing to incorporate them in any agreement reached. If, on the other hand, the General Counsel contends that an employer *must* contract to continue all existing practices which the Union considers beneficial and that bargaining must be confined to amplification and extension of those benefits, he places the employer, at the very commencement of bargaining, in the position of having nothing to gain and everything to lose. I believe, however, that the terms and conditions of employment are subject to negotiation and trade and that the Board cannot fix a position from which the employer cannot retreat before negotiations start. An employer who has fixed the benefits of his employees by unilateral action can, until a bargaining agent has been established, change them by unilateral action if abuses creep in or if his economic status requires it. He may have a natural reluctance, however, to freezing

# MORE MONEY, BETTER BENEFITS?

We understand that the NewsGuild has been making promises about getting you all more money and better benefits. We would all like to make more money and get better benefits. Nobody will argue that.

But, the question you must decide is “Can the Guild guarantee me more money and better benefits with **no strike risks**? This question is particularly important now given the current state of the newspaper industry.

We believe the answer to this question is “**NO**” and the Guild and their pushers know it.

But, don’t take our word for it. Ask the Guild. Ask the Guild to “**guarantee**” that it will get you more money. Ask the Guild to “**guarantee**” you that if it can’t get the Los Angeles Times to pay, that the Guild will pay you out of its own pocket. Ask the Guild to “**guarantee**” that it will get you better benefits. And ask the Guild to “**guarantee**” that you will never **lose** pay, **lose** benefits, or **lose** your personal freedom.

**Ask the Guild to sign the attached “guarantee.”**

**If the Guild say “NO” to you,  
Then you should say “NO” to them.**

VOTE  NO

**GUARANTEE**

TO: \_\_\_\_\_  
(Employee Name)

The NewsGuild-CWA and Local [XX], (collectively the "Guild") hereby **GUARANTEE** that:

1. The Guild absolutely will get the Los Angeles Times to agree to increase wages to \$30 per hour for all employees. If not, the Guild **will pay** any lost wages or benefits suffered by any employee because of the [Union's] failure to fulfill its campaign promises;
2. The Guild absolutely will get the Los Angeles Times to agree to provide wage increases for all employees every year;
3. The Guild will get the Los Angeles Times to improve employee benefits, including zero employee contribution for the Company-provided health insurance. If not, the Guild will pay the employees for any and all lost benefits for the entire duration of the contract and will pay the entire employee contribution rate for the health insurance on behalf of all employees that it represents;
4. There will be no strike before a first contract is obtained;
5. The Guild will "take care of you" and pay your house payment, car payment, utility bills, and put food on your table in the event of a strike;
6. The Guild will find you another job if you are permanently replaced during an economic strike and you have to wait to return to work after the strike until a position becomes available;
7. If any employee loses any pay or benefits by striking to support the [Union's] demands, the Guild **will pay** all wages and benefits lost;
8. Neither the Guild membership dues nor fees will ever be increased;
9. All employees will have the "PERSONAL FREEDOM" NOT to join the Guild, NOT to pay union dues, and to go to work if the Guild call a strike, without fear of threats, fines, or physical harm.

The undersigned officer executes this guarantee and acknowledges that it may be enforced in the courts of the State of California against the Guild, Local [XX], and the undersigned personally.

Signed on \_\_\_\_\_, 2017.

Signed on \_\_\_\_\_, 2017.

NOT VALID UNLESS SIGNED BY:

NOT VALID UNLESS SIGNED BY:

\_\_\_\_\_  
[Business Representative]

\_\_\_\_\_  
[Business Representative],



## **DON'T BE MISLED BY THE** **GUILD'S PROMISES**

Making promises during a union organizing campaign is a very common tactic used by the NewsGuild to win your support. Remember, the Guild's promises are just that – “campaign promises” – just like those you hear from politicians. Although the law permits the Guild to make these campaign promises, it forbids the Los Angeles Times from doing so. In fact, the law prohibits:

“Promising or granting promotions, pay raises, or other benefits to influence an employee's vote by a party capable of carrying out such promises.”

The law recognizes that you are smart enough to know the Guild are just “puffing” or promising. After all, if an employer made promises about what it would do for employees, it could influence your vote in an election. Employees would know the employer is capable of fulfilling its promises and would deliver.

It is interesting that the Guild never makes any guarantee to you of what wages and benefits it will deliver. Despite anything the Guild may claim or promise, no contract is guaranteed even if the union should win an election. Winning the election means only that the Guild has the right to bargain with the Los Angeles Times about a contract and we would bargain in good faith with the Guild. However, Section 8(d) of the National Labor Relations Act states that there is no requirement that an employer agree to any demands.

I urge you to think seriously about these matters as the Guild makes its promises to you. If someone makes these promises, ask them for a guarantee. The fact is, they won't give you a guarantee. I sincerely believe that when you consider carefully everything we have said, you will realize just how worthless the Guild's promises are.

**VOTE  NO**